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ABSTRACT

To enlarge and update the body of knowledge concerning trends in collective bargaining and to better prepare administrators for their roles in collective bargaining, the American Association of School Personnel Administrators' (AASPA) standing Negotiations Committee sent questionnaires to 750 administrators, teacher association leaders, and members of the National Association of Educational Negotiators. From the 400 responses and a review of the literature several developments can be anticipated. The number of states with laws permitting collective bargaining and the number of school districts with negotiated agreements have grown over the last fifteen years and are likely to continue to grow. Clauses on class size, salary, professional and personal leaves, hospitalization, life insurance, and dental care are expected to be included in contracts in the near future. Open shops are likely to remain the rule, and dues checkoff systems are growing in number. The use of mediation for impasse resolution is expected to increase, as is the use of strikes. The trend toward administrative collective bargaining is clear. Other issues touched on include the negotiation context, grievance and complaint procedures, alliances with outside organizations, public opinion's role, and the administrative costs of collective bargaining. (Author/PGD)

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TRENDS IN COLLECTIVE BARGAINING IN PUBLIC EDUCATION

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TRENDS IN COLLECTIVE BARGAINING IN PUBLIC EDUCATION

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Trends in Collective Bargaining in Public Education is the second major publication of the Negotiations Committee of the American Association of School Personnel Administrators. Like its predecessor, Examples of Clauses Dealing with Certain Troublesome Issues in Teacher Collective Bargaining Contracts (1976), it is the culmination of the cooperative efforts of many people. The Committee and the authors gratefully thank those members of the American Association of School Personnel Administrators, the National Association of Educational Negotiators and the leaders of teacher associations and unions for taking the time to respond to the rather lengthy questionnaire upon which this work is based. A special word of gratitude is expressed also to those who helped shape this study by their critical review of the research design and the data collection instrument.

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Part 1

INTRODUCTION

With the wisdom which only hindsight can bestow, we can conclude today that the collective bargaining movement in public education generally caught school boards and their administrators off-guard and unprepared. The literature is replete with warnings to boards of education and examples of errors in bargaining, and negotiated agreements themselves have, all too frequently, provided evidence of the high price of ignorance or naiveté about this new approach to decision making in the schools.

Experience at the bargaining table, through the picket lines and in arbitration hearings has contributed to a rapidly rising level of sophistication among those who are responsible for representing the side of management at the bargaining table. School districts not yet involved with collective bargaining in the formal sense have an abundant source of experience to draw upon in order to avoid the pitfalls and mistakes of school officials of earlier eras who had precious little precedent in the public sector bargaining to guide them.

The collective bargaining movement in education, although well into its second decade, continues to change rapidly. Court rulings, new or amended laws, economic conditions, enrollment changes, arbitrator rulings, public attitudes, the posture of the teacher associations

and unions -- these and many other factors influence the course and nature of the public sector bargaining movement and literally require that school administrators be continuous students of it.

The American Association of School Personnel Administrators has recognized its obligation to help the educational administration profession to keep abreast of rapidly emerging developments in collective bargaining. The primary instrument used by AASPA to accomplish this aim has been a standing Negotiations Committee. Annually the committee, composed of 10 members representing school districts of varied size, type and location, selects a facet of collective bargaining for intensive study. The study reported here sought to examine some important trends in the collective bargaining movement as revealed in recent literature and as perceived by AASPA members, leaders of teachers' organizations, and members of the National Association of Educational Negotiators. Through this study it was hoped that the body of knowledge concerning trends in collective bargaining would be enlarged and updated; that administrators involved with collective bargaining would be better prepared for their roles; and that the data presented would be useful to those who teach courses or conduct inservice education programs in this field.

The Research Procedures

The major problem of the study was to investigate current trends in collective bargaining in the public schools (K-12) in the United States and to analyze the perceptions of the following groups with

respect to collective bargaining practices in their school districts: (a) administrators who are members of AASPA; (b) leaders of teachers associations and unions; and (c) members of the National Association of Educational Negotiators.

A draft of the data-gathering instrument was developed, based upon a review of the literature and the solicited views of some selected speakers at recent national meetings concerning trends in collective bargaining. The instrument was reviewed by the members of the AASPA Negotiations Committee before the final draft was approved.

The Participants in the Study

The recipients of the questionnaires were as follows: 250 randomly selected school administrators who were members of AASPA; the teacher union or association leader in the districts represented by the 250 school administrators; and 250 randomly selected members of the National Association of Educational Negotiators. One hundred fifty-six (62.4 percent) of the AASPA members, 157 (62.8 percent) of the NAEN members and 90 (36 percent) of the union representatives returned questionnaires. The positions held by the AASPA respondents were primarily assistant superintendents (42) and personnel directors (61). Only two AASPA respondents were superintendents. Among the NAEN respondents were superintendents (36), assistant superintendents (38), and personnel directors (17). Other positions held by NAEN respondents included chief negotiators, attorneys and consultants. Of the 90 teacher respondents, 92 percent indicated that they were teachers.

The study participants represented 37 of the 50 states. The states having the largest number of study participants were as follows: Michigan (36), California (34), Illinois (26), Ohio (20), Indiana (18), New York (19), Pennsylvania (19), Iowa (16), Minnesota (15), Florida (14), and Texas (14). The states not included among the respondents were Alaska, Alabama, Arkansas, Georgia, Idaho, Kentucky, Louisiana, Montana, Mississippi, Nebraska, New Hampshire, South Dakota and Vermont.

The Distribution of the Questionnaire

The instruments were mailed by bulk rate to the AASPA and NAEN participants. Those for the teacher union leaders were included in a separate envelope within the envelope mailed to each AASPA participant with a request that the recipient deliver the questionnaire to the appropriate union or association official for response. Stamped envelopes with a return address were provided to all respondents. Ten days after the initial mailing a follow-up reminder was sent to all study participants. This was followed eight weeks later by a second follow-up reminder.

Analysis of Data

The results of the questionnaires were analyzed in three ways. First, percentage figures were calculated to describe the perceptions held by each of the three groups of respondents. Second, for each question that asked the participants to indicate their response on a numerical scale, t-tests were conducted to determine if the means of

any of the groups differed significantly. Third, the open-ended responses were analyzed and categorized.

The Organization of the Monograph

Part 2 of the monograph provides a summary of certain significant trends in collective bargaining in education as revealed through a review of the literature. Since the primary focus of this study was upon the perception and experience of practitioners closest to the bargaining process, this summary is relatively brief. Parts 3 through 13 present data secured from the questionnaires which deals with the following topics; Collective Bargaining Legislation; Scope of Bargaining; At the Negotiating Table; Grievance and Complaint Procedures; Union Security; Impasse Resolution; Alliance Formations; The Public and Collective Bargaining; Administrative Costs; Administrative Collective Bargaining; Changes, Alternatives, and Impact. Part 14 provides a summary of the study and the trends.

Throughout the text the letters AASPA and NAEN are used to identify respectively the American Association of School Personnel Administrators and the National Association of Educational Negotiators. The terms "association" and "union" are used synonymously in this work, although the authors recognize that some persons do differentiate between the two. In the tables the term "teacher" is used to identify the responses of the leaders of the teacher associations and unions.

Part 2

TRENDS REVEALED IN THE LITERATURE

Prior to 1962 there were no laws granting collective bargaining rights to public employees. In that year, President John F. Kennedy issued Executive Order 10988 which granted Federal Government employees the right to bargain collectively, although they were not granted the right to strike. Following this federal action, several states enacted laws which permitted collective bargaining for local and state government employees. Today thirty-four states have such laws. These laws have primarily followed the labor management format found in the private sector (1,2,3).

In 1976 the American Association of School Administrators published a model collective bargaining law for state legislatures which provided for the following sections thought to be of concern to most school districts: rights of employees, representation, appropriate unit, elections, unfair labor practices, scope of representation, duty to bargain, impasse procedures, strikes, and various other sections. AASA was also quick to add that while publishing this model law, this should not be interpreted to mean that the Association supported collective bargaining in the public sector or that it endorsed a federal collective bargaining law for public employees (4).

The National Education Association and the American Federation of Teachers have, on the other hand, lobbied for many years for a federal law (5). Since the June 24, 1976 decision of the United States Supreme Court in the case of National League of Cities v. Usery, which revised certain basic principles regarding the power of the federal government to regulate public employer-employee relationships, the teacher unions have been focusing upon state legislation. The NEA has not given up on finding an interpretation of the National League of Cities v. Usery Supreme Court decision which would allow a federal collective bargaining law for public employees. The most likely federal legislative attempt will be to extend coverage of the National Labor Relations Act (5).

Trends in the past ten years have been in the direction of greater numbers of school districts with negotiated agreements. The NEA reported a 500 percent increase in the number of such agreements between 1965 and 1973 (6).

The percentage of all instructional staff members in U.S. schools holding membership in either the NEA or the AFT rose from 53.1 percent in 1960 to 88.7 percent in 1975. In terms of numbers, the total membership of the AFT increased from 59,181 in 1960 to 471,000 in 1976, while the NEA grew during the same period from 713,984 members to 1,880,000 (6).

A significant reversal in membership took place in both unions between 1976 and 1977 when the NEA lost over 200,000 members (10.6 percent) and the AFT declined by 30,000 (6.3 percent). American membership in private sector unions has declined by 767,000 (3.8 percent) since 1975, the first drop in 15 years. The percent of the total American workforce belonging to unions has shown a decline for the

past 30 years, from 40 percent of the workforce to 25 percent today. Union membership in the public sector is still growing despite the drop among teachers (7). In 1977 the AFT announced plans to organize cafeteria workers, nurses and maintenance personnel; however, the NEA voted down a proposal in 1977 to open their membership to teacher aides (8).

Substantive problems in the areas of budgeting and personnel administration are surfacing as a result of professional negotiations (2). Unions are seeking to obtain minimum percentage of the budget for what they call the "instructional program." This then places unions in opposition to such areas of the budget as capital expenditures, maintenance of buildings, and purchasing of equipment as they draw funds away from the instructional program (2).

In the area of personnel administration, unions are generally in opposition to any type of accountability program. Staffing, job security, hiring, termination, reduction in force and the use of non-certificated personnel are also issues being affected. Loss of control in these areas could be serious to personnel administrators in school districts facing enrollment declines (2).

The extent of restrictions on the scope of collective bargaining is determined, in part, by how explicit the collective bargaining statutes are for any given state. Both school boards and teachers' unions are in agreement that there must be a decision made on what is bargainable, but they disagree as to how and by whom the decision should be made. Unions favor an expansion while boards do not. The most recent

research indicates there is a trend that the formal contractual scope of bargaining has enlarged in recent years (9).

Secretiveness of the negotiations process and the use of outside negotiators have been the sources of difficulties procedurally. Outside negotiators have not had as comprehensive an awareness of the schools and have sometimes been regarded as entering the process with fixed goals. The secretiveness of the negotiations process fosters difficulties in keeping both the public and teachers apprised, especially when the time arrives for ratification (2).

As enrollments decline and costs climb, parent and citizen scrutiny of and participation in the schools is increasing. The calls from the public for open negotiations are more frequent. In a study of collective bargaining in Florida under the "sunshine law," a majority of board members and superintendents favored continuation of the open bargaining law. Chief negotiators for both sides, by a relatively narrow margin, preferred closed-door bargaining. The issue of the role of the public in the bargaining process is far from settled (10).

Procedural questions arise whenever negotiations reach impasse. Parties turn mainly to mediation, factfinding and, to a lesser extent, arbitration to resolve the impasse. Nearly all of the legislation which authorizes such measures has been enacted since 1967. Twenty-six states have current legislation incorporating impasse procedures affecting educational negotiations (2).

In 1973, a national survey of members of the International Personnel Management Association on impasse resolution indicated that mediation was the most utilized and successful technique for impasse

resolution. This trend, however, is under fire by many authorities who contend that too many issues move into factfinding because of the scarcity of qualified mediators (11). Still, 86 percent of the twenty-six states with impasse legislation provide for mediation as the first step in impasse resolution (12).

Factfinding claims a ninety percent success rate at impasse resolution. The literature indicates that there are several important factors which should be noted when considering factfinding: it should not be utilized until mediation has been utilized; recommendations should follow factfinding; and the cost should be shared by the parties involved (13).

Eleven states have legislation that provides recourse to arbitration for the settlement of impasses relating to terms and conditions of employment. Even with these statutory provisions advisory arbitration has not been widely utilized because of a reluctance by both parties, especially management, to allow a third party to make a final decision (11). Opponents of arbitration believe that it will undermine the bargaining process if one of the parties believes that the arbitrator will decide in his favor. The controversy over voluntary and compulsory arbitration has led to the emergence of final-offer arbitration.

Final-offer arbitration, first suggested in 1966, gives the arbitrator a choice of one of the offers in total. Proponents argue that it encourages voluntary settlement and realistic final offers by both parties (11).

Most states have established public policy via legislation which prohibits work stoppages. In 1967, the Vermont legislature became the first to give public employees a limited right to engage in a legal strike (11). Since that time several other states have enacted legislation allowing a limited opportunity for legal strikes by certain types of public employees (11). Most include the provision that there must be no danger to health, safety, and welfare of the people. The 1969-70 school year saw the greatest number of teacher strikes in United States history with a total of 181. Since that time the general trend has been for fewer strikes of a shorter duration with fewer personnel involved. Some reason that this decline is due to boards learning how to handle teacher strikes and also that the negotiations process is actually working (14).

Another emerging trend in collective bargaining is in the area of administrative bargaining. Sixteen states and the District of Columbia have unions and support them by law. Seven more states have extra-legal bargaining and three states have laws but no unions (15).

Although there is much current literature in the area of collective bargaining, there is little research per se on the subject of trends. There are statistics which indicate the number of teacher contracts, strikes, union members, administrative bargaining units, and the number of schools using outside negotiators, but there is very little evidence or research regarding what administrators and teacher unions perceive about the growth of unions or the scope of collective bargaining to be in the future. Most literature is historical

in nature and attempts to explain why the bargaining movement came about. There is a need to assess what trends are emerging in collective bargaining and what issues will be important to administrators and teacher union representatives in the 1980's so that personnel administrators, negotiators, colleges, universities, and teacher union representatives may plan for the future.

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Part 3

COLLECTIVE BARGAINING LEGISLATION

The press for collective bargaining legislation has been occuring on both the state and federal levels. Thus far, as noted earlier, a federal collective bargaining law has yet to be approved by Congress. Teacher union and administrator respondents are deeply divided over the need for such legislation, as Table 1 clearly shows. Eighty-nine percent of teachers said there was a need for federal legislation while only 15 and 9 percent respectively of the AASPA and NAEN respondents agreed with that position. Table 1 also shows that 65 percent of the AASPA respondents, 82 percent of the NAEN group and 66 percent of the teachers were from states currently having collective bargaining laws.

Typically, current legislation provides collective bargaining for all public employees, although some statutes are restricted to public school personnel only. Slightly over half of the AASPA and NAEN respondents indicated that their legislation did not provide for bargaining by administrators and supervisors.

The respondents having collective bargaining laws were asked to indicate any anticipated amendments to present collective bargaining laws within the next four years. The most common responses to that open-ended question were agency shop, right to strike, binding

Table 1

COLLECTIVE BARGAINING LEGISLATION

GROUP	State Currently Has Law %Yes	% No	% No Resp.	Need for Federal Legislation % Yes	% No	% No Resp.
AASPA	65	34	1	15	83	2
NAEN	82	15	3	9	86	5
TEACHERS	66	31	3	89	10	2

arbitration and definition of scope of bargaining.

Among the respondents not now having a state collective bargaining law, the likelihood of having one for teachers by 1981 is perceived to be fairly high. Table 2 shows that the respondents believe teachers are most likely to be included in such legislation, followed by provisions for bargaining by the non-certificated staff. Administrators are believed to have less opportunity than the other two groups of employees to be included in such state legislation.

States not having collective bargaining laws are not necessarily immune from collective bargaining. Ohio, for example, still did not have a collective bargaining law as of January 1, 1978, yet the vast majority of the school districts in the state, including small rural ones, are involved in the process in some way. Whether bargaining takes place in school districts may be as much a function of the posture of the teacher association or union as it is of legislation.

Table 2

LIKELIHOOD OF BARGAINING LEGISLATION
IN STATES WITHOUT CURRENT LEGISLATION

GROUP	Legislation Likelihood by 1981 For Teachers	For Administrators	For Non-certificated Staff
AASPA	6.17	3.88	5.68
NAEN	7.14	4.11	6.81
TEACHERS	6.60	4.92	6.05

Note: Data presented in Table 2 above and in other tables which follow are means which were based upon a nine-point scale in the data gathering instrument. A response of "1" indicated that a given outcome was believed to be highly unlikely and a "9" reflected the view that an outcome was highly likely.

Part 4

SCOPE OF BARGAINING TRENDS

Scope of bargaining was conceived for purposes of this study as encompassing four areas: matters of educational policy, direct economic issues, management rights and employee evaluation. The study participants were asked to indicate whether selected items were in their current agreements. If an item was not in the current agreement, the respondent was asked to report both if it had been a demand by the teacher union and to indicate on a scale of 1 - 9 the likelihood that within the next four years the item would be included in the agreement. Table 3 shows the responses of the three groups to questions dealing with scope of bargaining. The responses are shown by percentages and means.

The reader should note two explanations which will aid in the interpretation of Table 3. Some respondents indicated that items were both in their current negotiated agreements and were demands by the union. In these cases it is assumed that the demands were for changes in the current contract as, for example, in the case of demands for salary increases. As indicated earlier, for each of the scope of bargaining items the respondents were asked to indicate on a scale of 1 - 9 their perceived likelihood that the item would be included in the contract "within the next four years"(by 1981) if it were not already there. A response of one (1) indicated that inclusion in the

Table 3

SCOPE OF BARGAINING

GROUP	In Current Agreement %Yes	%No	%No Resp.	A Demand %Yes	%No	Likelihood by 1981 (Mean)
I. Matters of Educational Policy						
A. Class Size						
AASPA	41	53	6	75	25	3.48
NAEN	38	60	3	77	23	3.63
TEACHERS	45	52	3	91	9	5.41
B. Curriculum Content						
AASPA	3	88	9	19	81	2.36
NAEN	3	93	4	33	17	2.86
TEACHERS	31	66	3	23	17	3.48
C. Teaching Methods						
AASPA	2	89	9	4	96	2.11
NAEN	3	94	4	15	85	2.55
TEACHERS	26	73	2	22	78	4.10

Table 3 (cont.)

SCOPE OF BARGAINING

GROUP	In Current Agreement %Yes	%No	%No Resp.	A Demand %Yes	%No	Likelihood by 1981 (Mean)
			II. Economic Issues			
A. Salaries						
AASPA	94	2	4	94	6	8.23
NAEN	94	5	2	100	0	7.47
TEACHERS	92	8	0	100	0	6.40
B. Professional Leaves						
AASPA	86	9	5	60	40	6.16
NAEN	78	20	3	79	21	4.60
TEACHERS	90	8	2	25	75	4.00
C. Personal Leave						
AASPA	92	5	4	81	19	5.80
NAEN	93	5	3	87	13	6.23
TEACHERS	90	10	0	67	33	5.75
D. Sabbatical Leave						
AASPA	73	22	5	53	47	3.72
NAEN	66	32	3	67	33	3.96
TEACHERS	81	19	0	55	45	4.30

Table 3 (cont.)

SCOPE OF BARGAINING

GROUP	In Current Agreement %Yes	%No	%No Resp.	A Demand %Yes	%No	Likelihood by 1981
			II. Economic Issues (cont.)			
E. Hospitalization						
AASPA	92	5	4	87	13	7.87
NAEN	91	7	3	88	12	6.86
TEACHERS	98	2	0	25	75	4.00
F. Dental Care						
AASPA	38	54	9	76	24	5.29
NAEN	44	53	4	77	23	5.63
TEACHERS	53	47	0	88	12	5.33
G. Life Insurance						
AASPA	78	18	5	60	40	5.57
NAEN	70	27	4	60	40	4.90
TEACHERS	82	16	2	58	42	5.63
			III. Employee Evaluation			
AASPA	59	32	9	62	38	4.36
NAEN	57	39	4	58	42	3.98
TEACHERS	65	27	8	53	47	4.56

Table 3 (cont.)

SCOPE OF BARGAINING

GROUP	In Current Agreement %Yes	%No	%No Resp.	A Demand % Yes	%No	Likelihood by 1981 (Mean)
		IV. Management Rights				
AASPA	61	30	9	38	62	4.36
NAEN	68	28	4	41	59	4.78
TEACHERS	55	32	13	44	56	3.00

agreement was "highly unlikely" while a response of nine (?) showed that inclusion was believed to be "highly likely." T-tests were conducted to determine if the means of any of the three groups differed significantly.

Matters of Educational Policy

Class Size. As yet, a majority of the respondents indicate that class size is not included in their negotiated agreement, but it is a demand in three-fourths or more of the districts. In fact, 91 percent of the teacher union respondents report class size as a demand. Significant differences of opinion are held by the union respondents and AASPA and NAEN respondents as to the likelihood of class size being included by 1981. AASPA and NAEN, with means of 3.48 and 3.63 respectively on the nine point scale, indicate little likelihood of a class size clause whereas teachers believe class size is moderately likely.

In view of the fact that approximately 40 percent of the respondents indicate that class size is already a part of their contractual agreements, and that it is a widespread demand in the other districts, the trend is strongly toward class size clauses.

Curriculum Content. Only three percent of the AASPA and NAEN study participants indicated that they had clauses in their negotiated agreements dealing with curriculum content; however, nearly one-third of the union respondents replied "yes" to the same question. Since the teacher and AASPA respondents were from the same districts, the wide difference in responses between these two groups raises questions as to the interpretation which teachers and administrators give to the term "curriculum content." One third of the NAEN respondents and 19 and 23 percent respectively of the AASPA and teacher participants report that curriculum matters are demands. Although all three groups see curriculum content in the negotiated agreements by 1981 as relatively unlikely, the teacher responses were significantly higher than those of AASPA.

Although curriculum does not appear to be a high priority demand for the near future, there is definite evidence that it is finding its way to the bargaining table and that some fundamental differences may exist between administrators, negotiators and teachers as to what constitutes curriculum content. In some school districts, at least, the data indicate that certain elements of curriculum content appear to fall within the scope of collective bargaining.

Teaching Methods. Union respondents report that clauses concerning teaching methods are in fewer contracts than are clauses relating to curriculum content. AASPA and NAEN respondents report only 2 and 3 percent of the contracts containing references to teaching methods. As in the case of curriculum content in the negotiated agreement, differences appear between the teacher respondents and the other two groups as to the frequency with which teaching methods are being negotiated. Demands are being made concerning teaching methods but less frequently than those dealing with curriculum. Despite only nine union respondents reporting teaching methods as a demand, the teachers still gave a surprisingly high response (4.10) to the likelihood of this item being included in contracts by 1981. The differences between the teachers and both AASPA and NAEN respondents were significant.

Economic Issues

Salaries. Over 90 percent of the negotiated agreements contain provisions relating to salaries. Salaries also constitute demands in all districts represented by NAEN and union respondents and in 94 percent of the AASPA districts. In the few districts not now incorporating salary provisions in the contract, the expectations are quite high that salary will be in the contracts by 1981. The five union respondents reporting that their current contracts do not include salaries see a somewhat less likelihood than the other two groups that it will be included by 1981.

Professional Leaves. It is apparent from the responses of all three groups that professional leave is included in most negotiated agreements and that it also constitutes demands in a majority of the

districts represented by AASPA and NAEN respondents. Since such a sizeable percentage of the respondents report current contracts containing professional leave provisions, it can be assumed that the demands are for more extensive leave provisions than presently exist. AASPA respondents not now having professional leave clauses in their contracts see a rather high likelihood (6.16) that they will be by 1981. NAEN respondents perceive a significantly lesser likelihood of this occuring.

Personal Leave. Ninety percent or more of the three study participant groups reported that personal leave clauses were already in their contracts. Because of this, personal leave does not rank high as a demand. Those few districts not now having such negotiated items perceive a moderatelikelihood of having such clauses by 1981.

Sabbatical Leave. Sabbatical leave provisions are not as common in negotiated contracts as are personal and professional leave provisions. Nonetheless, 81 percent of the union respondents, 73 percent of the AASPA study participants and 66 percent of the NAEN members responding did report sabbatical leave provisions in contracts. It is apparent, also, that sabbatical leave provisions represent demands in over one-half of the school districts. Union respondents in districts not having negotiated sabbatical leave provisions believe there is a slightly greater possibility of this by 1981 than do the NAEN or AASPA respondents. All three groups view this as a low-moderate likelihood.

Hospitalization. Like personal leave, hospitalization provisions are approaching 100 percent inclusion in the negotiated agreements

represented by the study participants. Demands relating to this area are being made much less frequently. Fifteen AASPA and 14 NAEN respondents reported a rather high likelihood that they would have hospitalization in their contracts by 1981.

Dental Care. It is apparent that dental care does not have nearly the acceptance as hospitalization as an employee fringe benefit, but it is a high demand item. All three groups of respondents believe there is a moderately high likelihood of their contracts containing dental care provisions by 1981. Thirty-eight percent of the AASPA respondents, 67 percent of the NAEN and 53 percent of the union leaders state that their contracts now have dental care provisions.

Life Insurance. Approximately three-fourths of the respondents in the three groups reported life insurance provisions in their current agreements. Because of the already relatively wide acceptance of life insurance as a fringe benefit, demands are not as frequent as in the case of dental care. The likelihood of life insurance provisions by 1981 are perceived as being moderately high by the three groups.

Employee Evaluation. Well over one-half of the respondents indicated that employee evaluation was incorporated in their negotiated agreements. It also appears as a relatively frequent demand. Relatively high agreement exists among the three groups that likelihood is moderate for inclusion in their contracts by 1981.

Management Rights. Sixty-one percent of the AASPA respondents, 68 percent of the NAEN respondents and 55 percent of the teacher respondents reported that their contracts contained management rights

clauses. Data also appear that in some districts, boards of education, presumably are making demands in this area. The union respondents see less likelihood than the AASPA or NAEN respondents of this occuring by 1981. The differences in views between NAEN and the teachers was significant.

Part 5

AT THE NEGOTIATING TABLE

This section of the study presents information concerning numbers of demands made by teachers, the number of persons making up the bargaining team, and the use of outside negotiators by the two parties.

Union Demands

The approximate number of union demands presented at the most recent contract negotiation, as reported by the three groups of study participants, is shown in Table 4 . Several respondents reported a range in number of demands rather than a single. specific figure. Others noted that a single demand might be multifaceted and, depending upon interpretation, might constitute several demands. The median number of demands reported by the union respondents was 20; by the NAEN, 30; and by AASPA, 37. Three respondents indicated that their low number of demands was due to limited contract reopening talks as opposed to full-scale contract bargaining.

The weight of opinion of the three groups, as shown in Table 5 is that there is little likelihood of fewer demands coming from the teacher unions in the next few years. Forty-six percent of the

Table 4

NUMBER OF REPORTED TEACHER DEMANDS

Number of Demands	Number of Teacher Demands Reported By AASPA	NAEN	TEACHERS
1 - 10	11	13	11
11 - 20	16	39	18
21 - 30	19	17	8
31 - 40	6	17	5
41 - 50	7	12	3
51 - 60	6	1	0
61 - 70	3	7	1
71 - 80	4	5	1
81 - 90	0	2	0
91 - 100	4	6	0
Over 100	20	30	20
Median	37	30	20
Range	2 - 264	3 - 273	1 - 325

NAEN respondents predict an increase in number of demands, as do 38 and 29 percent, respectively of the AASPA and teacher groups.

Table 5

NUMBER OF TEACHER DEMANDS BY 1981

GROUP	Change In Number Of Demands		
	% Decrease	% Same	% Increase
AASPA	5	57	38
NAEN	7	47	46
TEACHERS	13	58	29

Numbers On Bargaining Team

In an attempt to find the range of practice with regard to the size of the bargaining teams, the respondents were asked to indicate the maximum number of members permitted on the teachers' and boards' negotiating teams. Twenty to thirty percent of the study participants indicated that they had no groundrules governing this matter. For those who did report a figure, the median response for each group of respondents was either five or six. Teams as small as one and as high as 46 were reported. Four NAEN respondents stated that the teachers had 15 on their bargaining team. Table 6 suggests that there is fairly high degree of consensus in most districts that the numbers of persons making up the bargaining team will not change substantially in the near future. There was little in the responses of the three groups to suggest that bargaining team size is a particular problem generally at this time.

Table 6

NUMBER OF MEMBERS ON NEGOTIATING TEAMS

GROUP	Change In Number Of Members By 1981		
	% Decrease	% Same	% Increase
	I. Number on Boards Negotiating		
AASPA	16	80	5
NAEN	12	83	5
TEACHERS	5	90	5
	II. Number On Teachers Negotiating Team		
AASPA	15	77	8
NAEN	10	79	11
TEACHERS	8	87	5

Use of Outside Negotiators

The use of outside negotiators is quite widespread in the school districts represented by the three study participant groups. According to Table 7, teachers report nearly identical use of outside negotiators by both the union and boards; however, the administrator respondent groups cite somewhat more union utilization of outsiders than boards. In interpreting the data in Table 7, it is worthy of recall that some NAEN respondents would, themselves, occupy the role of outside negotiators for boards of education. The responses

Table 7

USE OF OUTSIDE NEGOTIATORS

GROUP	Have Utilized % Yes	% No	% No Resp.	Change In Use By 1981 (Mean)
		I. Use By Teachers		
AASPA	40	50	10	5.47
NAEN	50	43	7	6.20
TEACHERS	37	57	7	5.13
		II. Use By Board		
AASPA	35	55	10	5.03
NAEN	42	51	8	5.54
TEACHERS	36	58	7	5.50

of the participants to the question as to whether they forsee an increase or decrease in the use of outside consultants in the next few years indicate, in the main, continuation of existing practices.

In approximately one-third of the school districts the outside negotiator acts as chief spokesman for his/her client as opposed to a consultant role. Again, the respondents see little change in this pattern of use by 1981. (See Table 8.)

Table 8

OUTSIDE NEGOTIATOR AS CHIEF SPOKESMAN

GROUP	% Does Serve	% Does Not Serve	% No Response	Change In Use By 1981
		I. Use By Teachers		
AASPA	31	49	20	5.39
NAEN	34	49	17	6.39
TEACHERS	31	50	19	4.80
		II. Use By Board		
AASPA	32	49	19	4.81
NAEN	34	43	23	5.43
TEACHERS	32	39	29	5.13

Part 6

UNION SECURITY

One of the goals of employee unions traditionally has been to negotiate with their employers certain provisions which will contribute to the health, safety and security of the employee organization itself. Dues checkoff, non-member service fees, exclusive representation and union or agency shop are typical union targets. Tables 9 ,10 ,11 , and12 show how widespread these union security provisions are now and what is believed to be likely to occur over the next few years.

Four AASPA, seven NAEN and one teacher respondent reported having union shop provisions, whereas one-fifth of the three groups stated they had agency shop provisions. Roughly two-thirds of the reporting school districts maintain open shops, which require neither union membership nor the payment of fees in lieu of union dues.

As can be seen in Table10 the deduction of union dues by the board of education is reported by a very high percentage of the respondents: 95 percent of the teachers, 86 percent of the NAEN members and 82 percent of the AASPA members. It is clear, too, that there is a fairly high likelihood that those contracts not

Table 9

TYPE OF SHOP

GROUP	Currently (%) Union	Agency	Open	No Resp.	Likelihood by 1981 (%) Union	Agency
AASPA	3	20	64	12	2.01	3.29
NAEN	7	20	68	7	2.00	4.01
TEACHERS	2	19	69	10	2.28	4.42

Table 10

DUES CHECKOFF

GROUP	Current Dues Checkoff (%) Yes	No	No Resp.	Likelihood by 1981(%)
AASPA	82	14	5	5.50
NAEN	86	11	3	5.63
TEACHERS	95	2	3	8.00

now containing dues checkoff provisions will have them by 1981. Unquestionably, the teacher unions are expecting to gain this provision.

Eighty-one respondents, or 23 percent, report that their negotiated contracts provide for non-member service fees. As can be seen in Table 11 , the three groups not now having non-members service fees see some likelihood of such agreements being negotiated

Table 11

NON-MEMBER SERVICE FEE

GROUP	Current Non-Member Fee (%) Yes	No	No Resp.	Likelihood by 1981
AASPA	21	75	4	3.82
NAEN	27	70	4	4.42
TEACHERS	21	79	0	5.48

in the next few years but certainly less likelihood than the dues checkoff. The teacher union respondents are significantly more optimistic in their opinions of future non-member service fees than are the administrator respondent groups.

Table 12

DUES PAID BY NON-MEMBERS

GROUP	Percentage Of Union Dues Paid By Non-Members Under 25	26-50	51-75	76-99	100
AASPA	9	3	3	29	55
NAEN	5	5	2	29	59
TEACHERS	0	0	8	31	62

In districts that have non-member service fees, the majority of the contracts provide for the non-union members to pay the same amount of dues as the members. Approximately 30 percent of contracts

Table 13

PERCENTAGE OF TEACHERS WHO ARE MEMBERS OF THE UNION HAVING EXCLUSIVE REPRESENTATION

GROUP	Percentage 0 - 25	26 - 50	51 - 75	76 - 100
AASPA	1	11	23	57
NAEN	0	5	21	68
TEACHERS	0	3	29	65

provide for non-members to pay between 75 and 99 percent of the union dues.

Exclusive representation by a single bargaining agent is the norm in the study districts as opposed to proportional representation by two or more unions at the bargaining table. Ninety-three percent or 320 of the respondents reported exclusive representation whereas only nine cited proportional representation. When asked about the likelihood of having proportional representation in their districts by 1981, the respondents were practically unanimous in their response of "very little."

It is obvious from an examination of Table 13 that the exclusive bargaining agent usually commands a large majority of the teachers as members; however, the distribution of responses also suggests that there are many districts where the bargaining agent may not speak for a large majority of teachers. Such districts may be ripe for inter-union contests for power.

Part 7

GRIEVANCE AND COMPLAINT PROCEDURE TRENDS

For purposes of this study grievances were defined as conflicts arising from interpretations of negotiated agreements, while complaints were defined as conflicts arising from the interpretation of policies, rules and regulations not in the negotiated agreement.

It is evident from Table 14 that grievance procedures are practically universal in the negotiated agreements of the respondents. Only six percent or fewer report not having them. Complaint procedures, on the other hand, are reported by 59 percent of the AASPA participants. 62 percent from the NAEN group and 73 percent of the union respondents. No attempt was made to determine whether the complaint procedures were formally adopted by boards of education as a part of policy, or had been negotiated, or were simply unwritten "understandings" as to how complaints would be treated. An earlier study has shown that some negotiated grievance procedures are defined so broadly as to include alleged misinterpretations and misapplications of both board policies, rules and regulations as well as the agreement.[1]

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[1]AASPA Negotiations Committee, Examples of Clauses Dealing With Certain Troublesome Issues In Teacher Collective Bargaining Contracts, 6483, Tanglewood Lane, Seven Hills, Ohio, 1976, pp. 14 - 34.

Table 14

EXTENT OF GRIEVANCE AND COMPLAINT PROCEDURES

GROUP	Grievance Procedures % Yes	% No	% No Resp.	Complaint Procedures % Yes	% No	% No Resp.
AASPA	92	6	2	59	37	5
NAEN	94	3	3	62	32	6
TEACHERS	94	5	2	73	26	2

Table 15 shows the levels where the grievance and complaint procedures of the three respondent groups terminate and where most grievances are resolved. Binding arbitration is reported by over

Table 15

GRIEVANCE AND COMPLAINT PROCEDURES

GROUP	% Principal	% Supt.	% Board	% Advisory Arbitration	% Binding Arbitration	N.R.
I. Termination Level of the Grievance Procedures						
AASPA	0	0	22	21	53	5
NAEN	0	1	18	19	56	7
TEACHERS	0	0	21	11	65	3
II. Termination Level of the Complaint Procedure						
AASPA	3	21	35	2	2	38
NAEN	3	14	39	3	3	39
TEACHERS	0	21	34	7	13	26

Table 15 (Cont.)

GRIEVANCE AND COMPLAINT PROCEDURES

GROUP	%Principal	%Supt.	%Board	% Advisory Arbitration	%Binding Arbitration	N.R.
	III. Level Where Most Grievances Are Resolved					
AASPA	32	45	12	2	5	5
NAEN	37	40	8	2	7	7
TEACHERS	34	37	5	3	15	6

one-half of the three respondent groups as the last step in the grievance procedure, while approximately one-fifth of the AASPA and NAEN participants cited the board of education or advisory arbitration as the final appeal. Only one district was reported with a grievance procedure terminating at the superintendent level. Well over a majority of the respondents reported that their complaint procedures stopped at the superintendent or board of education levels. The large percent of "no responses" in Table 15 regarding the termination level of the complaint procedure apparently reflects the situation that many districts do not have formal complaint procedures separate from grievance procedures.

Table 16 shows the perceived extent of utilization and effectiveness of the grievance and complaint procedures. All three groups view the grievance process as being fairly highly utilized

Table 16

EXTENT OF UTILIZATION AND EFFECTIVENESS
OF GRIEVANCE AND COMPLAINT PROCEDURES

GROUP	Currently(Mean)	By 1981 (Mean)
I. Extent Of Utilization of the Grievance Procedure To Resolve Conflicts In Administration of the Contract		
AASPA	5.21	6.38
NAEN	4.97	6.40
TEACHERS	6.20	7.31
II. Extent Of Utilization of Complaint Procedure To Resolve Conflicts Outside The Contract		
AASPA	3.61	4.72
NAEN	3.56	4.56
TEACHERS	4.18	5.41
III. Effectiveness of the Grievance Procedure In Resolving Conflict		
AASPA	6.03	6.36
NAEN	5.46	5.85
TEACHERS	6.52	7.12
IV. Effectiveness of Complaint Procedure In Resolving Conflict Outside Negotiated Agreement		
AASPA	4.49	4.99
NAEN	3.98	4.50
TEACHERS	4.24	4.93
V. Extent of Board Filing Grievances Against Union		
AASPA	1.35	2.58
NAEN	1.24	2.85
TEACHERS	1.16	2.05

now in contract administration and all see this increasing markedly by 1981. The NAEN respondents were most pronounced in their views of increased grievance activity in the future. It is noteworthy that the union officials differ from the administrator-oriented respondents significantly (higher) in their perceptions of the utilization of the grievance procedures. The complaint procedures to resolve conflicts arising outside the contract are utilized noticeably less than grievance procedures, but they also are expected to increase in the future. While the teacher responses regarding the use of complaint procedures were higher than either AASPA or NAEN responses, they were not generally significant in their differences.

Judging from the responses shown in Table 16 , the three groups of study participants believe that the grievance procedures are fairly effective in resolving conflicts, considerably more so than the complaint procedures. The three groups see some slight improvement in this regard over the next four years.

Theoretically, grievances can be filed by boards of education against unions or union members but, in fact, this seems to rarely occur. Eighty-five percent of the respondents indicated that boards do not now file grievances against unions, but their responses do suggest that in the future we are likely to see this occuring on occasions.

In contrast to the actual negotiating of an agreement with the union, which usually involves small numbers of administrators, the administration of the contract is typically a responsibility which is shared to some extent by all administrators in the district. Principals occupy particularly critical roles in contract administration since most grievances involving teachers begin at this level. In an effort to find if school districts were undertaking special training programs for their administrators, the following questions were asked: "Does your school district offer a planned in-service program to principals and other administrators dealing with such subjects as labor relations collective bargaining and grievance procedures? If no, do you anticipate such an in-service program in the next 4 years?"

Table 17 shows that well over one-half of the AASPA and NAEN respondents report having such in-service programs now; however, union officials cite this as occurring considerably less frequently. Nearly 80 percent of the AASPA respondents not now having training programs in contract administration indicate that they will have them in the next few years, while a majority of the NAEN and union officials also predict such planned programs.

Table 17

PLANNED IN-SERVICE TRAINING FOR ADMINISTRATORS
REGARDING COLLECTIVE BARGAINING AND GRIEVANCE PROCEDURES

GROUP	District has In-Service			Will Have by 1981	
	% Yes	% No	% No Resp.	% Yes	% No
AASPA	55	42	4	79	21
NAEN	64	31	5	53	47
TEACHERS	31	63	7	53	47

Part 8

IMPASSE RESOLUTION TRENDS

The study participants were asked questions concerning their current contract provisions for dealing with impasses, the likelihood of contract changes relating to impasse resolution, and whether given impasse procedures had been utilized in the past or were likely to be used in the near future. Table18 presents information relating to mediation, factfinding, advisory arbitration, binding arbitration, last best offer arbitration, legal right to strike and the lockout as reported by the AASPA. NAEN, and union leader respondents.

Impasse Resolution Processes

Not surprisingly, perhaps, mediation is the most likely of all the impasse resolution procedures to be found in current agreements. Over 50 percent of the respondents reported such provisions. It is apparent that mediation is more than just a contract provision; it is also being widely applied. Seventy-five percent or more of each of the three groups of study participants reported that mediation had been used. The likelihood of using mediation by 1981 was perceived as being quite high by all three groups, with the teachers ranking it most likely.

Factfinding is the second most frequently found impasse resolution process in the contracts of the respondents. Thirty-six percent of the AASPA respondents, 43 percent of the NAEN group and

Table 18

IMPASSE RESOLUTION

GROUP	In Current Agreement %Yes	%No	%No Resp.	In Agreement by 1981 (Mean)	Have Used %Yes	%No	Will Use by 1981 (Mean)
			I. Mediation				
AASPA	51	39	11	3.91	75	25	7.00
NAEN	56	31	14	3.88	76	24	6.92
TEACHERS	58	32	10	5.56	83	17	7.50
			II. Factfinding				
AASPA	36	53	11	3.97	46	54	6.19
NAEN	43	42	15	3.61	53	47	7.11
TEACHERS	47	42	11	4.32	55	45	7.36
			III. Advisory Arbitration				
AASPA	29	56	15	2.91	33	67	5.68
NAEN	28	53	19	3.69	36	64	6.00
TEACHERS	34	52	15	2.71	38	62	6.00
			IV. Binding Arbitration				
AASPA	25	64	11	2.86	25	75	6.15
NAEN	29	56	16	3.35	41	59	7.06
TEACHERS	23	65	13	3.66	23	77	5.67

Table 18 (cont.)

IMPASSE RESOLUTION

GROUP	In Current Agreement %Yes	%No	%No Resp.	In Agreement by 1981 (Mean)	Have Used %Yes	%NO	Will Use by 1981 (Mean)
		V. Last Best Offer Arbitration					
AASPA	5	82	13	2.80	15	85	4.63
NAEN	4	79	18	2.64	8	92	5.00
TEACHERS	2	81	18	3.23	6	94	5.00
		VI. Legal Right To Strike					
AASPA	7	79	14	2.78	11	89	3.00
NAEN	7	76	17	2.19	5	95	5.36
TEACHERS	13	71	16	3.43	19	81	5.71
		VII. Legal Right To Lockout					
AASPA	3	83	14	2.06	1	99	2.25
NAEN	5	78	18	2.03	0	100	2.60
TEACHERS	5	79	16	1.98	0	100	3.33

47 percent of the union leaders indicated the presence of fact-finding in current agreements. A surprising 55 percent of the teachers, 53 percent of the NAEN respondents and 46 percent of the AASPA participants reported having used factfinding to resolve impasses. All three groups also believe there is a relatively high likelihood of its use in the near future.

Advisory and/or binding arbitration was reported in current contracts by one-third to one fourth of the respondents. Those districts not having these provisions in their contracts now perceive only a relatively low likelihood of either of them being added by 1981. In general, the respondents report a slightly greater use of advisory arbitration than binding, except in the case of NAEN. Forty-one percent of the NAEN respondents reported having used arbitration as opposed to 36 percent having used advisory arbitration. The NAEN respondents also see a high likelihood of the use of binding arbitration in the future.

Very few (five percent or less) of the respondent groups reported current contracts containing last best offer arbitration provisions. Despite this, twelve AASPA, eight NAEN and two teacher respondents indicated that this procedure had been used in their districts to deal with impasses. The three groups see a moderate chance that last best offer will be used by 1981.

The right to strike, as a negotiated agreement provision, is still something of a rarity, no doubt due to state laws dealing with this issue. Seven percent of the AASPA and NAEN respondents and

13 percent of the teachers reported such provisions. None of the respondent groups not now having such contractual agreement see much likelihood of its being included in contracts in the near future, although teachers seem a bit more optimistic than the AASPA and NAEN groups. Nineteen percent of the teachers, 11 percent of the AASPA respondents and five percent of the NAEN participants reported that strikes had been used as a collective bargaining tactic in their districts.

A very few districts report lockout provisions in their current contracts; when reported, the data did not indicate whether lockouts by management were permissable or forbidden. It is presumed that the latter situation prevails. Only one study participant, from the AASPA group, reported that management had used the lockout as a means of resolving an impasse. All three groups report little likelihood of the lockout being used in the near future.

The Mediators

In order to secure information relating to the agencies or other officials which were being utilized as mediators, the respondents were asked to indicate who was designated in their current contracts to serve in that role. As can be seen in Table19, a state employment relations agency or board is most frequently cited by all three groups of study respondents as the source of mediators. The respondents also indicate that they turn more frequently to the American

Table 19

DESIGNATED MEDIATOR TO RESOLVE IMPASSES
BETWEEN BOARD AND TEACHER UNION

GROUP	American Arbitration Association (%)	Federal Mediation & Conciliation Service (%)	State Employment Relations Agency (%)	Other (%)	No Response (%)
AASPA	20	12	25	12	31
NAEN	17	14	45	4	21
TEACHERS	21	10	24	19	24

Arbitration Association for mediators than to the Federal Mediation and Conciliation Service. Others who were reported as mediators included judges, mayors, panels appointed by judges, legislators, community leaders, labor leaders, pastors, county superintendents and state superintendents. Judges were mentioned most frequently as local mediators.

As can be seen in Table 20, a relatively few respondents report the use of local officials, such as judges and mayors, as mediators. The evidence in Table 20 suggests that school districts using these officials have generally not been satisfied with their work. Of the 34 using local officials, only 13 expect to continue this practice.

Willingness To Strike Or Take A Strike

The two following questions were asked of the three groups of study participants: What do you perceive to be the willingness of your board of education to take a strike by the teachers to achieve the board's goals? What do you perceive to be the willingness of your teachers to utilize the

Table 20

USE OF LOCAL OFFICIALS TO SETTLE IMPASSES

GROUP	Have Utilized %Yes	%No	%No Resp.	Will Continue to Use % Yes	%No
AASPA	11	80	9	35	65
NAEN	6	87	7	0	100
TEACHERS	18	82	0	40	60

strike as a means to achieve the teachers'goals? The respondents reported their beliefs on a nine point scale ranging from one (1) highly unwilling to nine (9) highly willing. The respondents reported their perceptions for both the present time and the change in attitude which they expected to occur by 1981. Table 21 summarizes the responses of the three groups to the two questions.

Significant differences exist among the perceptions of the three respondent groups as to the willingness of the board to take a strike, both now and by 1981. NAEN participants believe that boards are rather high in their willingness to accept a strike whereas teachers see boards as rather unwilling to accept strikes. The responses of the AASPA respondents fell approximately midway between those of the union officers and the NAEN respondents. All three groups see boards becoming more willing in the future to go to a strike to obtain their goals. It is interesting to mote that the "now" and "1981" mean scores of teachers increased more than either the AASPA or NAEN respondents. This may suggest that

Table 21

WILLINGNESS OF BOARD AND TEACHERS
TO TAKE A STRIKE TO ATTAIN RESPECTIVE GOALS

GROUP	Willingness To Take Strike				
	Board			Union	
	Now	1981	(Means)	Now	1981
AASPA	4.76	5.30		4.92	5.69
NAEN	6.09	6.41		4.81	5.72
TEACHERS	3.63	4.31		5.22	6.14

the teachers perceive a greater movement by boards toward a stiffening position than the other two groups.

All three groups believe that teacher unions are moderately willing to strike to obtain their goals; however, three important differences exist between the perceived willingness of the boards and unions to engage in strike activity. First, the union leaders see the teachers as considerably more willing to strike than the boards to accept a strike. Secondly, the NAEN respondents view the situation in reverse to that of the union leaders. They believe boards are more willing to accept a strike than the teachers are to strike. The AASPA respondents, on the other hand, tend to perceive the boards and teachers about equally in their views toward the use of the strike.

All three groups see the teachers as increasingly willing to strike in the future. A comparison of the "now/1981" means regarding union willingness to strike with the "now/1981" means of boards' willingness to take strike indicate that the three respondent groups view the unions'

position moving farther toward strike willingness than the boards' position.

Part 9

ALLIANCE FORMATIONS

Alliances or coalitions among groups to increase bargaining power and influence is a common phenomenon in American society. An attempt was made in this study to determine the extent to which unions, boards and administrators were forming such informal links for bargaining purposes; however, no effort was made to ascertain the nature of effectiveness of such arrangements.

The following question was asked of the three groups of respondents: "Has your teacher organization formed an alliance with the union for non-certificated employees to increase its bargaining power?" A similar question regarding alliances outside the school district was also asked. Table 22 shows the responses to these questions. It is evident that teacher unions and classified employee organizations have joined efforts on several occasions, but the large majority of the respondents believe that such alliances have not yet developed. It is interesting to note, however, that the teacher respondents report a considerably higher percentage of alliances, both with classified employees and outside groups, than do either of the other respondent groups.

Table 22

ALLIANCE FORMATION BETWEEN TEACHERS' UNIONS, NON-CERTIFICATED EMPLOYEES AND OUTSIDE GROUPS TO INCREASE BARGAINING POWER

GROUP	Between Teachers' Unions and Non-certificated Employees			Outside Groups		
	% Yes	% No	% No Resp.	% Yes	% No	% No Resp.
AASPA	17	79	5	12	80	8
NAEN	12	86	3	18	77	5
TEACHERS	24	73	3	37	61	2

Teachers also believe that boards (Table23) have formed alliances more frequently than do the AASPA or NAEN respondents. Administrators (Table 24) appear to have been least active in joining with other groups to enhance their bargaining potential.

Table 23

ALLIANCE FORMATION BETWEEN THE BOARD AND OTHER UNIONS OR GROUPS TO INCREASE BARGAINING POWER

GROUP	Has Board Formed Alliances"		
	% Yes	% No	% No Response
AASPA	8	89	3
NAEN	14	84	2
TEACHERS	24	65	11

Table 24

ALLIANCE FORMATION BETWEEN ADMINISTRATORS AND OTHER UNIONS OR GROUPS TO INCREASE BARGAINING POWER

	Have Administrators Formed Alliances?		
GROUP	% Yes	% No	% No Response
AASPA	4	89	6
NAEN	7	92	2
TEACHERS	8	81	11

When the three groups were asked to project four years into the future concerning the likelihood of the unions, boards, and administrators forming alliances with outside groups, a substantial consensus emerges that teachers' unions are most likely to make such associations. According to Table 25 , neither administrators nor boards are viewed as looking outward to a great extent for bargaining leverage, although teachers again believe this is more likely than the others.

Table 25

LIKELIHOOD OF TEACHERS, ADMINISTRATORS AND BOARDS FORMING ALLIANCES WITH OUTSIDE UNIONS OR GROUPS BY 1981 TO INCREASE BARGAINING POWER

GROUP	TEACHERS	ADMINISTRATORS	BOARD
AASPA	5.93	3.61	3.38
NAEN	6.51	3.70	3.87
TEACHERS	6.53	4.40	4.40

An effort was made to assess the extent to which members of management from several school districts are coming together to share information concerning collective bargaining in their respective districts. Table 26 indicates that such meetings are taking place among the districts represented by over half of the respondents. However, whether such meetings are regular and frequent or of some other nature was not revealed by the data.

Table 26

INTER-DISTRICT MEETINGS OF ADMINISTRATORS
TO DISCUSS BARGAINING IN THEIR RESPECTIVE DISTRICTS

	Administrators Meet To Discuss Bargaining		
GROUP	% Yes	% No	% No Response
AASPA	55	40	5
NAEN	58	40	3
TEACHERS	52	36	13

Part 10

THE PUBLIC AND COLLECTIVE BARGAINING

In many respects, collective bargaining is accepted as a significant element in American democracy today. For over 40 years federal legislation has sanctioned collective bargaining in the private sector of our economy, and in less than two decades two-thirds of the states have enacted laws providing for public employees to join unions and to enter into negotiations with their employers over certain matters. But the collective bargaining movement for public employees also runs counter to another strong current in our society today, and that is the desire of many citizens to know what is going on in their schools and governments in order to gain more influence over them. Traditional practice calls for bargaining sessions behind closed doors, a process intended to facilitate internal communication between the bargaining parties and to sharply control external communication with the public.

The study sought to determine how certain elements of the communications problems surrounding collective bargaining are being handled by asking questions of the study participants concerning open bargaining sessions, the publicizing of issues prior to bargaining, and board hearings prior to ratification. In addition, questions were asked concerning public attitudes toward teacher and

administrator collective bargaining and public support for teachers and board demands or positions.

A surprising 23 percent of the total sample reported that their districts had open (fishbowl) bargaining; however, it should be noted that open bargaining is concentrated in the states of Florida, Colorado and Kansas, all of which have so-called "sunshine" laws governing meetings of public bodies. Table 27 shows the breakdown of responses by type of group and also respondent perceptions of the likelihood of having open collective bargaining by 1981 in those districts where it is now closed. The responses of all three groups are negative toward the institution of open bargaining.

Table 27

BARGAINING SESSIONS OPEN TO THE PUBLIC

	Open to the Public Now			Open by 1981
GROUP	% Yes	% No	% No Resp.	(Mean)
AASPA	16	79	5	3.56
NAEN	23	76	1	3.46
TEACHERS	21	79	0	2.94

Three-fourths or more of the three groups report that the board of education does not publicize prior to the onset of bargaining the issues which will be discussed between the parties. As shown in Table 28, there appears to be little to suggest that this will

Table 28

BOARD PUBLICIZES ISSUES PRIOR TO BARGAINING

GROUP	Publicizes Now % Yes	% No	% No Resp.	Will Publicize by 1981 (Mean)
AASPA	12	83	5	3.27
NAEN	23	75	1	4.03
TEACHERS	16	84	0	3.04

become the practice in the next few years.

Open board hearings prior to ratification of the negotiated agreement is reported by 30 percent of the AASPA respondents, 29 percent of the NAEN sample and 16 percent of the teachers. The

Table 29

BOARD OPEN HEARINGS PRIOR TO RATIFICATION

GROUP	Open Hearings Now % Yes	% No	% No. Resp.	Open Hearings by 1981 (Mean)
AASPA	30	69	1	3.46
NAEN	29	69	2	4.04
TEACHERS	16	84	0	2.60

data did not reveal whether the open hearings were simply routine open meetings of the boards of education or meetings specially called

to inform the public about proposed changes in policy which would be affecting the schools and to solicit or accept public reaction. The data presented in Table 29 do not suggest that open hearings are perceived by the respondent groups to be a very high probability by 1981 in those districts not now conducting them.

Table 30 shows how the AASPA, NAEN and teacher union groups believe the general public accepts collective bargaining in the schools and supports various positions. The two administrator groups believe that the public gives moderate support to teacher bargaining at the present time. Neither of them sees any improvement in that regard in the next few years. In fact, the NAEN group forecasts a slight decrease in support of bargaining with teachers. The union perception of public support, while still in the moderate range, is significantly higher than that of the other two groups. They foresee a slight increase in public acceptance of teacher bargaining by 1981.

Public support for teacher demands or positions may be described as low to moderate, with teachers believing that support for their position will increase slightly in the years immediately ahead. The AASPA and NAEN respondents predict the opposite of the teachers, that there will be slightly declining support for the teachers' positions.

It is interesting to note that teachers see about the same

Table 30

PUBLIC ACCEPTANCE AND SUPPORT

GROUP	At Present Time (Mean)	By 1981 (Mean)
	I. Public Acceptance of Bargaining by Teachers In Your District	
AASPA	4.80	4.74
NAEN	4.79	4.36
TEACHERS	5.74	5.95
	II. Public Support For Teacher Demands or Positions in Your District	
AASPA	4.08	3.81
NAEN	3.66	3.23
TEACHERS	4.94	5.07
	III. Public Support For Board Demands Or Positions In Your District	
AASPA	5.84	6.09
NAEN	6.02	6.27
TEACHERS	4.90	5.02
	IV. Public Acceptance of Administrator Bargaining With Board	
AASPA	3.22	3.51
NAEN	3.09	3.26
TEACHERS	4.15	4.45

Table 30 (Cont.)

PUBLIC ACCEPTANCE AND SUPPORT

GROUP	At Present Time (Mean)	By 1981 (Mean)
	V. Public Acceptance of Board Members at Bargaining Sessions	
AASPA	5.53	5.84
NAEN	5.68	5.89
TEACHERS	6.37	6.63

level of public support for their position as for the boards' position, but the administrators believe there is considerably more public support for the board than the teachers. All three groups predict some increasing public support for the boards' position in the next few years.

At this time, administrator bargaining with the board is perceived to have less public support than teacher bargaining. None of the three groups predict much upswing in public sympathy for administrator bargaining soon. The union officials, however, are significantly higher in their perceptions of public support for administrative unions than either the AASPA or NAEN groups.

Finally, Table 30 shows that there is a moderate degree of public acceptance or support for board members to be present at

the bargaining sessions, with teachers being somewhat higher in their assessment of this factor. Slight change in the direction of greater support for board member participation in the negotiation sessions is predicted by all three groups.

Part II

ADMINISTRATIVE COSTS IMPOSED BY COLLECTIVE BARGAINING

The collective bargaining process, by its nature, imposes administrative costs which were not present before the advent of this decision-making method. The costs take a variety of forms, among them the following: adding personnel trained in collective bargaining, training staff, legal costs, arbitrator fees, consultant and negotiator fees, clerical assistance, computer costs, and printing costs of the contract. There are additional costs not easily quantified, such as the time administrators spend in planning and conducting negotiations, the reduction of time and energy which might have been available for other purposes, and the emotional costs associated with protracted bargaining sessions, strikes and preparing for arbitrator hearings.

This study attempted to deal with only a few selected aspects of costs. The information collected in this area suggests, however, that an in-depth study would be useful to boards and administrators in examining costs associated with collective bargaining and contract administration. The following data are based upon a series of questions asked only of the American Association of School Personnel Administrators.

Over twenty-four percent of the AASPA respondents reported that their districts had added full-time administrative personnel for the purpose of assisting with the collective bargaining process, while another 16 percent added part-time personnel for that purpose. Table 31 shows a breakdown of those responses.

It is readily apparent from an examination of Table 32 that many school districts solved their needs for collective bargaining personnel simply by shifting the responsibilities of people already on the staff. Sixty-one percent of the AASPA respondents reported that one or more full-time persons were diverted from other positions, while another 36 percent indicated that part-time reassignments for collective bargaining purposes were made.

Sixty-two AASPA respondents (54 percent) indicated that one or more administrative staff members in their districts had been given special training relating to collective bargaining, while 52 (46 percent) stated that no special training had been given.

The estimated expenditure for training personnel in the field of collective bargaining is shown in Table 33 . It should be noted in interpreting Table 33 that where a respondent reported a cost range for training, such as $3,000 - $5,000, an average figure was used. Perhaps, the striking fact about Table 33 is that 50 percent of the AASPA study participants reported that $1,000 or less was spent for developing the skills and knowledge of their negotiators and other

Table 31

PERSONNEL ADDED FOR COLLECTIVE BARGAINING

Number of Personnel Added	Personnel Added			
	Full Time		Part Time	
	No.	%	No.	%
0	97	76	108	84
1	19	15	18	14
2	6	5	2	2
3	3	2	0	0
4	2	2	0	0
5	1	1	0	0

Table 32

ADMINISTRATIVE STAFF DIVERTED FOR COLLECTIVE BARGAINING

Number of Staff Diverted	Staff Diverted			
	Full Time		Part Time	
	No.	%	No.	%
0	30	39	53	64
1	16	21	9	11
2	11	14	7	8
3	7	9	2	2
4	3	4	4	5
5	5	7	5	6
6	3	4	3	4
7	1	1	0	0

collective bargaining personnel. Certainly boards of education can't be accused of being extravagant in this regard, especially when one considers the critical nature of the outcomes of collective bargaining.

Sixty-eight AASPA respondents replied to the question which asked their school districts' approximate expenditures for outside negotiators, consultants and legal advisors. Of that number, 56, or 86 percent, indicated that they had utilized external assistance. The median expenditure for these services was $6,800; however, eight were above $20,000. (See Table 34.)

Eighty-three percent of the 115 AASPA respondents believe that the administrative costs associated with collective bargaining will increase in the years immediately ahead. Only 7 percent foresee a decline in costs. Several mentioned contract administration, i.e. arbitration, as one of the chief contributors to increasing costs. Other reasons given were: "table" time, research time, court costs, more demands, advent of administrator bargaining, legal fees, rising costs for outside negotiators and legal advisors, greater complexity of the contract, and more groups organizing. Three predicting lower future costs based their conclusions on the expectation that, since the negotiated contract is now rather complete, future negotiation sessions will take less time.

Table 33

ESTIMATED EXPENDITURE FOR TRAINING IN COLLECTIVE BARGAINING

	Number	Percent
None	2	4
$1000 or less	26	26
$1001 - 2000	12	21
$2001 - 3000	1	2
$3001 - 4000	2	4
$4001 - 5000	5	9
$5001 - 6000	0	0
$6001 - 7000	0	0
$7001 - 8000	1	2
$8001 - 9000	0	0
$9001 - 10,000	1	2
Above $10,000	1	2
Don't Know	5	9
Median	$1000.00	
Range	0 - $20,000	

Table 34

COSTS FOR OUTSIDE NEGOTIATOR, LEGAL ASSISTANCE AND CONSULTANT AT MOST RECENT CONTRACT NEGOTIATIONS

Amount	Number	Percent
None	11	16
$2,000 or less	9	13
$2,001 - 4,000	6	9
$4,001 - 6,000	6	9
$6,001 - 8,000	5	7
$8,001 - 10,000	4	6
$10,001 - 12,000	5	7
$12,001 - 14,000	2	3
$14,000 - 16,000	10	15
$16,001 - 18,000	1	1
$18,001 - 20,000	1	1
$20,001 - 22,000	4	6
Above $22,000	4	6
	Median: $6,800	
	Range: 0 - $45,000	

Part 12

ADMINISTRATOR COLLECTIVE BARGAINING TRENDS

Bargaining by management personnel with their employers, a rarity in the private sector, appears on its way to becoming a rather common phenomenon in the public schools. The data presented in Table 35 shows clearly that the three groups of study participants see pressure building within the administrative ranks to engage in collective bargaining with their boards of education.

One question asked of the three groups of study participants was "To what extent do principals, supervisors and other administrators in your district feel the need to organize and bargain collectively at the present time?" "Within the next four years?" The mean responses of the groups indicate that some need is felt now to organize and bargain, but that this feeling will increase visibly in the near future. A more detailed analysis of the data showed that whereas 34 percent of all respondents combined believe that administrators and supervisors view collective bargaining on their behalf as very needed now, 51 percent of the same combined groups report collective bargaining will be felt by administrators to be very needed by 1981. The teacher union respondents were significantly higher than either the AASPA or NAEN in their

Table 35

ADMINISTRATIVE COLLECTIVE BARGAINING

GROUP	At Present Time	By 1981
I. Current Felt Need Of Administrators To Organize And Bargain Collectively		
AASPA	5.02	6.14
NAEN	4.49	5.39
TEACHERS	6.36	7.14
II. Frequency of Administrative Bargaining In Your State		
AASPA	3.50	4.93
NAEN	3.73	5.11
TEACHERS	4.52	5.62

perceptions of how administrators feel about the need to bargain collectively.

The respondents were asked to indicate on the nine point scale the number of school districts in their respective states which bargained with administrators and supervisors now and the number which were likely to be bargaining by 1981. A response of "1" on the scale represented very few while a response of "9" indicated very many.

The conclusion of the three respondent groups as shown in Table 35, is that "few" districts are now bargaining with their administrators, but all believe that number will be increasing over the next few years. The percent of the respondents indicating that "very many" of the school districts would be bargaining with their administrators by 1981 was as follows: AASPA, 32 percent; NAEN, 31 percent; teachers, 43 percent.

Part 13

CHANGES, ALTERNATIVES, IMPACT: THE RESPONDENTS SPEAK OUT

The participants in this study -- members of the American Association of School Personnel Administrators, the National Association of Educational Negotiators, and leaders of teacher unions and associations -- were invited to share their views on three open-ended questions relating to collective bargaining. The questions asked what changes were anticipated in the collective bargaining process in the next four years in the public schools, what would be the greatest impact of collective bargaining on the respondents' school systems, and what alternatives, if any, were seen to traditional collective bargaining in their districts. The study participants were generous in the frequency with which they shared their views and in their apparent candor.

The replies of the respondent groups to the three questions were summarized in the following way: identical or closely similar replies were grouped into categories and the one or two written responses which seemed best to represent the consensus of that category was selected for quotation. The number of additional similar replies is also shown. The questions are presented as they appeared in the questionnaire.

I. "In the next 4 years what do you believe will be the greatest impact of collective bargaining on your school system?"

From the AASPA respondents:

"Costs in education will go up." (30)

"Disharmony." "Increased estrangement between teachers and administrators." (7)

"Reduced educational services for children." (5)

"Erosion of management perogatives." "More control of district by union groups." (5)

"Demands for job security." (5)

"State legislation." "Change in state law." (5)

"Definite development of labor/management roles. More impersonal relationships." (4)

"Negotiations open to certain members of the community." (3)

"Federal legislation." (3)

"Bargaining will become regionalized." (1)

"Agency shop." (1)

"Establishment of additional bargaining units for non-certificated staff." (1)

From the NAEN respondents:

"Increase the cost - decrease the services." (11)

"Less board control." (10)

"Continuing deterioration of teacher-administrator relationships." (7)

From the NAEN respondents (cont.)

"Teacher protection for job security." (5)

"More strikes." (5)

"Regional bargaining." (5)

"Increased union power." (4)

"More fringe benefits to teachers." "Increased salaries." (3)

"Public view of educational employees will harden and be less sympathetic." (3)

"Teachers vs. administrators instead of team approach." (2)

"A public employee bargaining bill." (2)

"Increased taxes." (2)

"Open scope bargaining." (1)

"Right to strike." (1)

"Greater public awareness of negotiations." (1)

"Taxpayer revolt." (1)

"Local politics - Teachers electing members on the board." (1)

"Poor school image." (1)

"The position of the principal must be re-defined." (1)

From the teacher association and union respondents:

"Teachers are gradually gaining more control in terms of curriculum, inservice and policy-making." (7)

"The securing of better lay-off and recall in contracts leading to more job security emphasis." (7)

"Legislation." "Federal collective bargaining law." (5)

From the teacher association and union respondents (cont.)

"Increased state aid is a necessity." (4)

"Equitable treatment of employees." (2)

"Better labor/management relations." (1)

"Higher salaries - lower class size - better working conditions." (1)

"More teacher power." (1)

"Little impact." (1)

"Binding arbitration." (1)

"Greater involvement of teachers in the political process." (1)

"Increase in teacher rights and awareness." (1)

"Legalized strikes." (1)

"Improved administrative decisions." (1)

II. "What other changes do you anticipate within the next 4 years will take place in the collective bargaining process in the public schools?"

From the AASPA respondents:

"Resort to regional bargaining." (8)

"Scope of bargaining will broaden." (6)

"I do not see much change." (5)

"A state bargaining law will be passed." (4)

"More militancy during the next 4 years, especially in Kansas." (4)

"More insistence by the public school organizations, such as the P.T.A., to be involved." (4)

"The unions will probably put more pressure on the state legislature to obtain their demands." (4)

From the AASPA respondents (cont.)

"We should begin to see job security become more important." (3)

"There will be more strikes." (3)

"Legalize strikes." (3)

"Recognition of classified employee groups affiliated with AFT or NEA." (2)

"Increased political activity on the part of employee organizations." (2)

"Possible Federal legislation with the N.L.R.B. as controlling agency." (2)

"More sophistication." (2)

"I believe the Massachusetts law will either be repealed or weakened. There is general agreement that it favors the employees at the employer's expense." (1)

"Management will be attempting to remove articles from the contract that should not have been agreed to 5 years ago - hindsight will prevail." (1)

"Teacher leadership will become responsive to teachers." (1)

From the NAEN respondents:

"Regional or state bargaining." (16)

"Increased militancy; increased strikes." (13)

"Greater adversary roles." (9)

"Desire of taxpayers citizen groups to be present at the bargaining table to insure accountability for dollars expended." (8)

"Open scope laws." "Broadening of the definition of what is negotiable." (8)

"Binding arbitration." (To resolve impasses) (7)

From the NAEN respondents (cont.)

"Strong emphasis on job security." (4)

"None." "Very little." (4)

"Stronger unions." (4)

"Right to strike." (3)

"Increased effort by teacher organizations to gain public support." (2)

"Last best offer as a means of settling contract salary demands." (2)

"Agency shop." (2)

"Teachers will become more skilled and do a better job at bargaining." (2)

"Many districts will have in-house negotiators as opposed to employing outside negotiators." (1)

"Both sides will become more effective as they mature in bargaining techniques." (1)

"Erosion of management rights." (1)

"I anticipate a state collective bargaining law will be passed within two years by state legislature." (1)

From the teacher association and union respondents:

"Full right to strike or arbitration." "Some modification in right to strike." (6)

"None." "Stability." (5)

"Collective bargaining laws federal and state." (3)

"Bargaining period should become shorter." (3)

"Increased teacher strikes." (2)

From the teacher association and union respondents (cont.)

"There will be bargaining in larger geographical areas or regions." (1)

""Less fear on part of administration." (1)

"Better balance between teacher-board power." (1)

"Negotiations bargaining will become more difficult." (1)

"Management penalties for bad faith bargaining." (1)

"Widening the scope of bargaining to include such issues as transfer procedures." (1)

"More emphasis on job security." (1)

"Strikes will level off." (1)

"More professional negotiators for teachers." (1)

"Greater public discontent with schools." (1)

"More schools will use collective bargaining." (1)

"More multi-year contracts." (1)

"I believe Bds. of Education will seek an alliance for strength in bargaining. I think they may also strive to get legislation passed to limit our bargaining power." (1)

"Contractual provisions on In-Service Training of Teachers, 'Mainstreaming' of Special Education Students and Limitations on class-size (work load) limitations." (1)

III. "Do you see any alternatives to traditional collective bargaining in your district? If so, please describe them."

From the AASPA respondents:

"None." "No." (57)

"Shared goverance - meet and confer on all matters mutually agreed on." (2)

From the AASPA respondents (cont.)

"Michigan Education Association is experimenting with regional bargaining." (2)

"Community involvement." (1)

"Expedited bargaining." (1)

"Dual management. Year round meetings with all employees instead of isolating all requests and problems through the negotiating season." (1)

"Many have been tried and fell by the wayside. There has to be an appreciation among educators that this is not a mechanical process in toto or a game learned by role playing. It's a deadly, costly, serious process that is better handled by professionals than placed in the hands of amateurs or inexperienced administrators." (1)

From the NAEN respondents:

"No." "None." (52)

"County-wide or regional negotiations." (6)

"Not without legislative mandates." (3)

"Salaries established by the legislature." (1)

"Civil service." (1)

"Meet and confer." (1)

"The plan of shared governance has possibilities." (1)

"Keep outsiders out, which we are currently doing." (1)

"Last best offer." (1)

"No. Collective bargaining, if properly handled, can serve management interests in better public sector management procedures." (1)

From the NAEN respondents (cont.)

"Third party representation (introduce community to the bargaining table)." (1)

From the teacher association and union respondents:

"No." (27)

"A bargaining of certain issues on a county or statewide basis." (2)

"Not unless the law changes." (1)

"Shared decisionmaking concepts will change the advocacy, adversary roles of the past." (1)

"A reasonable plan involving teacher, administrators, board and parents providing for the best utilization of the dollar possible." (1)

Part 14

IN CONCLUSION

The reality of collective bargaining in the public sector, especially in the public schools, is a fait accompli in most states. With all of the warnings and all of the wisdom of hindsight, administrators and boards of education can now say, "We should have seen it coming."

The story has not ended. In fact, in many instances it is just beginning. There is much planning to do. What lies ahead in the area of collective bargaining in education will, in a large measure, be determined by what groundwork is laid today and what actions are taken.

Future trends, in many instances, are set firmly and cannot be changed. Others can be manipulated into more desirable outcomes. There is one thing certain, however; and that is nothing can be done unless efforts are exerted to determine what the future trends might be in the next several years, for this forms the basis of good planning.

This study has brought together two types of information about selected aspects of collective bargaining in the public schools in the United States. First, there are the data which may be described as providing bench marks, as it were, which describe in a general way current practices. Then there are the views and opinions of

practitioners as to the changes we should be anticipating in the collective bargaining arena in the next few years. The year 1981 was used as the future reference point in this particular study. This research effort reaffirmed the previously held convictions of the authors that, like people, no two school districts are identical and that wide variations in acceptable solutions to similar problems may exist.

This study does not attempt to give the "right" answers to questions about collective bargaining. In the final analysis, those must be derived in the context of each districts' legal framework and the multitude of variables unique to each local school community. The data do, in a number of instances, show a general direction in which the collective bargaining movement in education is headed or, perhaps equally important, point up the critical nature of certain issues.

With the above in mind, the remaining portion of this final section will report conclusions drawn exclusively from the data, and following each conclusion or group of conclusions a general discussion containing the authors' syntheses of these conclusions will be presented.

Conclusions and Discussion

1. Concerning Legislation: Administrators and teachers differ widely in their perceptions concerning the need for federal legislation governing collective bargaining, with teachers strongly favoring such legislation while administrators oppose it. The data suggest that it is highly likely that by 1981 bargaining legislation will be enacted in states

not currently having such legislation for teachers. It is also highly likely, but to a lesser degree, that such legislation will be enacted for non-certificated personnel. The implication can also be drawn that there is a moderate likelihood that such legislation will include administrators by 1981.

There appears to be a strong possibility that a few of the 16 states still without collective bargaining legislation will get a law within the next few years. But resistance to the movement is obviously strong, particularly in the South. The unions will continue their efforts for a federal public sector bargaining bill, probably through an amendment to the National Labor Relations Act. Because of the Supreme Court decision in the case of the National League of Cities vs. Usery, such legislation does not seem imminent. In the absence of federal legislation, there will continue to be wide variations among the states in their provisions for public sector collective bargaining.

The absence of collective bargaining legislation will not prevent the build-up of pressure from teachers to exercise a greater voice in school matters affecting them. As many school districts have already discovered, collective bargaining and strikes can occur without the existence of legislation. Farsighted boards of education and administrators should prepare for such eventualities.

2. Concerning Scope of Bargaining: While not presently in the majority of current contracts, class size is becoming a high demand for future contracts. A moderate likelihood is predicted that class size clauses being incorporated in contracts will increase by 1981.

Although curriculum, as a negotiation issue, does not appear to be a high priority demand for the near future, there is definite evidence in the data that it is finding its way to the bargaining table and that some fundamental differences may exist between administrators, negotiators, and teachers as to what constitutes curriculum content. Teachers predict a moderate likelihood that teaching methods will be an issue in negotiations by 1981 while administrators feel there will be a low likelihood.

Fewer than 10 percent of all contracts do not contain salary clauses, but there is a high likelihood that these contracts will contain such clauses within the next several years.

The trend is strong that professional and personal leaves will be included in contracts by 1981. The trend to include sabbaticals is emerging, but the likelihood of them being included by 1981 is less than for professional and personal leaves.

Hospitalization is widespread among current contracts. For the few contracts which do not contain such provisions,

administrators perceive a high demand and a high likelihood of such clauses by 1981.

Life insurance and dental care are more and more being found in contracts. Life insurance clauses are more prevalent, but the pressure for dental care is equally as strong.

The trend to include employee evaluation is emerging with a moderate likelihood of having such provisions in contracts by 1981.

Pressure from boards to include management rights clauses in contracts is strong, although teachers perceive a less likelihood of them being added by 1981 than do administrators.

The trend since the inception of the collective bargaining movement has been toward a broadened scope of bargaining. A number of the respondents referred to "open scope" bargaining as on the horizon. Unless legislation expressly prohibits a matter being brought to the bargaining table, it is unlikely in most school districts that management can keep an item off the agenda by unilaterally declaring that it is not negotiable. In reality, the scope will be narrowed by management at the bargaining table by its refusal to grant concessions on those matters which it believes to be outside the bargaining process.

The teacher unions, as shown by responses in this study, are seeking to gain greater control over their professional lives. This includes not only salaries and conditions of work, but also such

matters as admission to the profession, pre-service and in-service education, personnel appraisal and curriculum matters. The study indicates that curriculum content and teaching methodology are being discussed at the bargaining table, and that a surprising percentage of the teacher organization leaders believe their negotiated contracts contain some such provisions.

Salaries and fringe benefits seem to be accepted by boards of education as clearly within the scope of bargaining, and class size, or its impact, increasingly so.

The issue of scope of bargaining is clearly related to the broader question of control of the educational system and the accountability of boards of education, teachers and administrators. For many years educational administrators have preached the doctrine of teacher involvement and participation in policymaking regarding both the ends and means of education. There is no backing away from that position today. The critical question is: what matters shall teacher participation occur through union representatives at the bargaining table and which shall be dealt with through structures involving teachers outside the negotiations process?

3. Concerning At The Negotiations Table: Respondents of this study predict that the number of demands presented at contract negotiations will remain at least at the current level with the trend being to increase by 1981.

Both administrators and teachers expect numbers on negotiating teams to remain about the same in 1981 as they are at the present time. If any change is to occur, respondents perceive that the trend will be downward in numbers. The majority of school districts have as yet not utilized outside negotiators, either on the teachers' side of the table or on the boards' side. Both administrators and teachers, however, predict that a moderate likelihood exists that more will be used by 1981.

While the median number of demands reported at the most recent bargaining session was 20 (teachers), 30 (NAEN), and 37 (AASPA) respectively, many districts cited over 100. The study did not examine the relationship between the number of years bargaining had been occuring and the number of demands submitted. Some writers have hypothesized that as the relationship matures between the union and management, and as master agreements are forged, the number of separate demands will diminish.

The fact that nearly one-half of the districts have utilized outside negotiators and consultants, and more may do so in the future, serves to underscore the utmost importance of having a skilled, competent, experienced negotiator representing the board's and public's interests. While board members and superintendents continue to participate at the bargaining table, often opposite skilled career union negotiators, the widely accepted concensus which has emerged from the

past 15 years of experience is, simply, that other personnel should fill the role of board negotiator. Unions are quick to criticize, often publicly, the amount spent by the board for an outside negotiator, even when they themselves are utilizing experts provided by their state and national affiliates. Boards should not allow their choice of negotiator to be dictated by the bargaining group, just as boards should not expect to select the spokesperson for the union.

4. Concerning Union Security: Currently the concept of the open shop predominates in American public education.
   Study participants predict low likelihood of districts moving to union shops and only a moderate likelihood of agency shops predominating by 1981.
   Currently dues checkoff is a very common phenomenon among school districts negotiating contracts. Of districts not utilizing the dues checkoff, the likelihood of moving in this direction by 1981 is fairly high.
   Unions in three out of four school districts still do not assess non-member service fees. Teachers perceive a moderate likelihood of such fees being assessed by 1981, but administrators perceive a somewhat less likelihood of this practice being initiated.

Exclusive representation and dues checkoff are the norm in the school districts represented by the study; however, the union having exclusive representation may fall considerably short of having 100 per cent of the teachers as members. Also with union membership reported

falling, the evidence points to a strong push by the 80 percent of the districts not having an agency shop to gain one. When an agency shop is gained, the non-member service fee may be expected to equal the union dues with provisions, perhaps, for the fee or a portion thereof, to go to the union welfare fund or to a charity.

5. Concerning Grievance and Complaint Procedures: Grievance procedures in negotiated agreements are almost a universal phenomenon while complaint procedures in negotiated agreements hold a strong majority.

   In general binding arbitration is the termination level of grievance procedures while the board is, in general, the termination level of complaint procedures. Most grievances are, however, resolved at the superintendent level.

   The grievance procedure is utilized to a moderate extent to resolve conflicts in the administration of the contract with the projection that it will be utilized to a relatively high extent by 1981.

   The extent of utilization of complaint procedures to resolve conflicts outside the contract is expected to increase only slightly during the next few years.

   The effectiveness of the grievance procedure in resolving conflicts will remain relatively the same in the next several years. The same will be true with respect to the effectiveness of complaint procedures.

It is predicted that boards will increase the filing of grievances against unions by 1981, but this increase will still remain at a relatively low level.

The majority of administrator groups hold in-service training regarding collective bargaining, and this will increase by 1981. Teachers, on the other hand, do not, in general, hold such in service training. They plan to increase such efforts.

Grievance procedures and complaint procedures were examined jointly since they both deal basically with steps employees take to challenge the administration of the negotiated agreement or the administration of policies, rules, and regulations not included in the contract. It appears that grievance procedures are practically universal in negotiated agreements but that formalized steps for handling employee complaints unrelated to the contract are considerably less widespread. This fact suggests an issue that may need attention in many school districts. A rule of thumb suggested by the data is for grievance procedures to terminate in binding arbitration with complaint procedures stopping with the superintendent or board. A grievance procedure which allows policies, rules, and regulations, and administrative decisions to be taken to arbitration indicates that some very important management prerogatives may be in jeopardy. All parties to the study foresee more extended use of grievance and complaint procedures in the future to resolve conflicts between the union and board. It appears that the grievance procedure is essentially a one-way process against management since boards almost never file grievances against the union.

6. Concerning Impasse Resolution: Mediation is, by far, the most common technique for the resolution of impasse. It has been utilized widely and this use is expected to increase.

   In descending order factfinding, advisory arbitration, binding arbitration, last best offer arbitration, legal right to strike, and legal right to lockout are contained in agreements and have been utilized for the resolution of impasse. Future utilization is expected to occur in the same order.

   Boards and unions turn first to the State Employment Relations Agency and then to the American Arbitration Association for designated mediators to resolve impasse. Boards select the Federal Mediation and Conciliation Service while unions report mediators from some other source.

   The use of local officials to settle impasses has been minimal and probably will decline.

   The willingness of both boards and unions to take strikes in the future has been predicted to increase.

A surprising one-fourth of the study participants reported that their contracts provided for binding interest arbitration. This is a situation which rarely exists in the private sector and which is most frequently reserved in state law for resolving labor

relations conflicts with security forces such as police and firemen. Interest arbitration in the private sector is usually regarded as a substitute for collective bargaining and thus to be avoided. Last best offer arbitration has been used very sparingly, but the study group seems to see its application increasingly in the next few years. Although the situation will vary from district to district, it appears than many of the traditional restraints against strikes have lessened and that both sides are less reluctant to entertain a strike. The legal right to strike will continue to be an important bargaining goal of the teacher unions at the state and/or federal levels.

7. Concerning Alliance Formations: Alliance formations between unions inside and outside of the school districts are relatively uncommon; boards have formed such alliances even to a lesser degree. The observation of administrative alliances is even less common.

   There is moderate to high likelihood that teachers will increase alliances with outside unions or groups by 1981. There is relatively low likelihood that this will occur among administrators and boards. It is more common for administrators to meet at inter-district meetings to discuss bargaining in their respective school districts.

While indicating that some board and unions have established

linkages with other groups to enhance their relative bargaining power, the data in this study are not very enlightening regarding the circumstances under which this takes place. The general perception of the three groups was that the teacher unions will be fairly aggressive in seeking outside alliances in the future, but whether this will be with the local, state and national organizations or with other unions or groups was not revealed. A pattern of inter-district meetings of administrators to discuss collective bargaining in their respective school districts is clearly emerging.

8. Concerning The Public and Collective Bargaining: Fewer than one out of four school districts conduct bargaining sessions which are open to the public, and there is only a low to moderate likelihood that this will increase by 1981. It is still relatively uncommon that boards will publicize issues prior to bargaining with a relatively low likelihood that this will increase by 1981.

   Board open hearings prior to ratification are also in the minority with low to moderate likelihood of this changing by 1981.

   Teachers and administrators disagree as to the level and the direction public support will go with respect to the acceptance of teacher bargaining and support of demands. Teachers feel support and acceptance will increase while administrators project a decline.

   The prediction is that public support for board demands will generally increase.

Participants conclude that there will be little change with respect to public acceptance of administrators barganing with boards of education.

Public acceptance of board members at bargaining sessions is moderate to high and will remain as such or possibly increase by 1981 according to the participants.

The data point rather strongly toward the negotiations process being almost exclusively a bi-lateral one between the unions and the board with a minimum of communication either before or after bargaining sessions with the larger community. The exceptions to this occur primarily in states having sunshine laws. Open bargaining is controversial and needs further trial and study. Considering the widespread image today of the public schools as increasingly ineffective and costly, it is probable that more school districts will come under criticism for the manner in which they communicate with their citizenry about the issues and outcomes of collective negotiations.

Although the data in the study suggest that the public tends to give greater support to the boards' position than to the unions', it is suspected that this will vary widely among districts and may, within the same district, vary over time with the issues and personalities involved.

9. Concerning Administrative Costs: School districts have tended to divert administrative staff to assist with collective bargaining rather than to employ additional staff.

> The typical board spends only a modest amount for training in collective bargaining. Other costs such as outside negotiators, legal assistance and consultants are considerably higher.

All in all, the data of the study point markedly toward the conclusion that boards of education are trying to carry out the collective bargaing process with minimal, if any, additional administrative costs. This is being accomplished in the main by assigning collective bargaining responsibilities either on a part-or full-time basis, to personnel already on the staff. The amount of money spent for training personnel in collective bargaining also appears to be minimal, given the great significance of this responsibility.

The data raise a number of interesting and important questions. Has the incorporation of the collective bargaining function into the administrative structure of the schools caused a significant shift in the central office organization of school districts? As administrative personnel are shifted to the collective bargaining responsibility from other areas without the addition of staff, what tasks are not now being accomplished? Do board of education members yet understand the full significance of collective bargaining for education, and are they budgeting adequately for this function as well as the other increasingly numerous, technical and complex functions now associated with the administration and leadership of the educational

enterprise? This appears to be a matter in need of further in-depth study.

10. Concerning Administrative Collective Bargaining: The trend is clear that administrative collective bargaining is becoming a reality. Respondents perceive the need as relatively high and the practice as increasing moderately.

The data of the study support the view increasingly expressed with strident voice by educational middle management that they must organize if they are to exercise influence on the educational system. The rhetoric of superintendents and their efforts to establish team management appears to be insufficient to offset the felt need of administrators to organize and bargain collectively. All three of the study groups believe that feeling will increase and that the frequency of administrative bargaining in their states will increase. The phenomenon of bargaining by administrators and supervisors appears to be unique to the public sector. It, too, raises important questions. Among them are: Does administrator collective bargaining preclude the development of the management team concept? Can the board of education policies be effectively and efficiently carried out by administrators who are members of an adversarial bargaining organization. Will innovation and change in education be retarded by administrative associations and unions?

Impact of Collective Bargaining

In a number of areas, there is a rather high degree of agreement between teachers and administrators as to the impact which collective bargaining is having upon the schools. The point of disagreement frequently occurs when the question is raised as to whether these outcomes are positive or negative, beneficial or detrimental? Administrators see costs going up as a result of collective bargaining. Teachers probably would not disagree with that conclusion but they would discuss rising costs as an outgrowth of inflation, better prepared teachers, and smaller class sizes which would allow individualized instruction. What is reported as a loss of board control or the erosion of management rights by administrators is viewed by teachers as simply gaining greater influence in policy making and more equitable treatment and greater security for employees. Both sides would probably agree, too, that in the years ahead the line between teachers and administrators/boards will become more sharply drawn and that adversarial relationships, if not hostile ones, are likely to be the norms throughout many school systems.

Although new forms of school system governance are reported in the educational press from time to time, the vast majority of the participants in this study do not see any viable alternatives to the private sector collective bargaining model which has been accepted in the public sector. This dim view of alternatives should not, in the opinion of the researchers, diminish the search for other modes

of decision-making which may serve as models for districts that are seeking more effective and satisfying forms of governance than the present system allows.

A Concluding Comment

The public schools in the United States exist, not to provide jobs for employees, but to educate all children and youth of the land in keeping with their individual needs and abilities and the needs of our democratic society. How does collective bargaining, as we experience it today, affect the capability of the school to carry out its mission? As problems arise in pursuing our educational goals, can the schools change to deal with these problems? Can promising new educational practices get tried out in our schools? Can teachers and administrators come together in problem solving rather than adversarial relationships to search for more effective ways to teach and help students learn? This study did not set out to deal with those questions, but they and others like them need careful attention and study. Students, teachers, administrators, boards of education, the public -- we all stand to benefit by understanding more fully the effect of this new form of governance upon our capability to educate our citizenry.